

SO ORDERED.



1 **TIFFANY & BOSCO**
2 P.A.
3

4 **2525 EAST CAMELBACK ROAD**
5 **SUITE 300**
6 **PHOENIX, ARIZONA 85016**
7 **TELEPHONE: (602) 255-6000**
8 **FACSIMILE: (602) 255-0192**

Dated: January 07, 2010



REDFIELD T. BAUM, SR
U.S. Bankruptcy Judge

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10 Mark S. Bosco
11 State Bar No. 010167
12 Leonard J. McDonald
13 State Bar No. 014228
14 Attorneys for Movant
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16 09-50305/199854220

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA

17 IN RE:

No. 2:09-bk-30229-RTB

18 Per I. Dropping and Patricia A. Dropping
19 Debtors.

Chapter 7

20 BAC Home Loans Servicing, L.P. fka Countrywide
21 Home Loans Servicing, L.P.
22 Movant,

ORDER

23 vs.
24 Per I. Dropping and Patricia A. Dropping, Debtors,
25 S. William Manera, Trustee.

(Related to Docket #11)

26 Respondents.

Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any, and no objection having been received, and good cause appearing therefor,

...
...

1 IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed
2 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real
3 property which is the subject of a Deed of Trust dated October 1, 2008 and recorded in the office of the
4 Maricopa County Recorder wherein BAC Home Loans Servicing, L.P. fka Countrywide Home Loans
5 Servicing, L.P. is the current beneficiary and Per I. Dropping and Patricia A. Dropping have an interest in,
6 further described as:

7

8 LOT 55, OF WILL ROGERS EQUESTRIAN RANCH UNIT 1, ACCORDING TO THE PLAT
9 OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY,
10 ARIZONA, RECORDED IN BOOK 466 OF MAPS, PAGE 22 AND THEREAFTER
CERTIFICATE OF CORRECTION RECORD IN INSTRUMENT NO. 99-460714, OF
OFFICIAL RECORDS.

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12 IT IS FURTHER ORDERED that Movant may contact the Debtor(s) by telephone or written
correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance
Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement
with Debtors. However, Movant may not enforce, or threaten to enforce, any personal liability against
Debtors if Debtors' personal liability is discharged in this bankruptcy case.

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17 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter
18 to which the Debtor may convert.

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20

21 DATED this ____ day of _____, 2010.

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25 JUDGE OF THE U.S. BANKRUPTCY COURT

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